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**UNITED STATE BANKRUPTCY COURT
 6 DISTRICT OF NEVADA**

7 In re:)	Case No. BK-S-06-10725-LBR
8 USA COMMERCIAL MORTGAGE COMPANY,)	Case No. BK-S-06-10726-LBR
9 Debtor.)	Case No. BK-S-06-10727-LBR
)	Case No. BK-S-06-10728-LBR
)	Case No. BK-S-06-10729-LBR
10 In re:)	Chapter 11
11 USA CAPITAL REALTY ADVISORS, LLC,)	Jointly Administered Under
12 Debtor.)	Case No. BK-S-06-10725-LBR
13 In re:)	
14 USA CAPITAL DIVERSIFIED TRUST DEED FUND, LLC,)	
15 Debtor.)	
16 In re:)	
17 USA CAPITAL FIRST TRUST DEED FUND, LLC,)	
18 Debtor.)	
19 In re:)	
20 USA SECURITIES, LLC,)	
21 Debtor.)	
22 Affects:)	
23 [] All Debtors)	Date: October 30, 2006
[x] USA Commercial Mortgage Company)	Time: 9:30 a.m.
[] USA Securities, LLC)	
[] USA Capital Realty Advisors, LLC)	
[] USA Capital Diversified Trust Deed Fund, LLC)	
[] USA First Trust Deed Fund, LLC)	

24 **JOINDER IN OFFICIAL COMMITTEE OF DIRECT LENDERS' OPPOSITION TO**
 MOTION TO AUTHORIZE DEBTOR USA COMMERCIAL MORTGAGE COMPANY AS
 LOAN SERVICER TO APPROVE LOAN MODIFICATION FOR PALM HARBOR ONE
 LOAN, TO PROVIDE THE PREVIOUSLY AUTHORIZED SUBORDINATION OF THE
 MARLTON SQUARE 2ND LOAN IN CONNECTION WITH THE PAYOFF OF THE
 MARLTON SQUARE 1ST LOAN, TO AUTHORIZE A SHORT-TERM FORBEARANCE FOR
 THE MARLTON SQUARE 1ST LOAN, AND TO GENERALLY AUTHORIZE SHORT-TERM
 LOAN FORBEARANCES AND FULL RELEASES AND RECONVEYANCES FOR LOANS
 PAID OFF IN FULL

1 The Canepa Group consists of eight Direct Lenders¹ whose original investments in 14
 2 different loans² exceed \$3.1 million. USA Commercial must honor its contractual and fiduciary
 3 obligations to the Direct Lenders arising under the Loan Servicing Agreements, Powers of Attorney
 4 and NRS 645B.175. The Motion must be denied because USA has improperly sought permission
 5 to ignore those contractual and fiduciary obligations. The Canepa Group therefore joins the Official
 6 Committee of Direct Lenders' Opposition (DE 1653) to the Motion (DE 1434), emphasizing the
 7 following points.

8 With respect to any potential Loan Modification under consideration, USA Commercial must
 9 first comply with the terms and conditions of the Loan Servicing Agreements it signed with each
 10 Direct Lender. Under those agreements, USA Commercial is prohibited from making any Loan
 11 Modification, unless it either: (1) obtains Direct Lender consent; or (b) provides each Direct Lender
 12 with least three business days' notice. Section 2(e) of the Loan Servicing Agreement provides, in
 13 pertinent part, as follows:

14 Notwithstanding the foregoing or any other provision contained
 15 herein, USA may not permit any modification to any Loan that would
 ... change the outstanding principal amount, or extend the maturity
 16 date, without Lender's prior consent; provided, however, if Lender
 fails to grant or deny its consent within three (3) business days after
 17 notice from USA, Lenders shall be deemed to have conclusively
 given its consent.

18 Scott Canepa Declaration in Support of Motion for Relief From Stay, DE 293, Exhibit E, p. 3,
 19 Section 2(e), last sentence (emphasis added).

20 Moreover, this Court has already heard and ruled upon USA Commercial's request for
 21 general permission to accept loan payment proceeds and provide partial and full releases. After a
 22 fully contested hearing on May 18, 2006, the Motion (DE 135) was granted with express conditions

24 ¹ Scott K. Canepa; Shawntelle Davis-Canepa; Scott K. Canepa Defined Benefit Pension
 Plan; Evelyn G. Canepa Trust, Evelyn G. Canepa and Scott Krusee Canepa Trustees; Gary T. and
 25 Lori R. Canepa, Trustees of the G. & L. Trust dated 11/25/91; Louis Canepa IRA; Louis John
 26 Canepa Trustee of the Louis John Canepa Revocable Trust dated 6/18/98; and Michael Wagnon
 (collectively "the Canepa Group")

27 ² 3685 Fernando Road, Boise/Gowan, Brookmere, Bundy Canyon, Cabernet, Clear
 Creek, Fiesta/Murietta, Hasley Canyon, Hesperia II, Margarita Annex, Opaque, Placer Vineyards
 First, Placer Vineyards Second, and Rio Bravo/SVRP Second.

1 imposed by the Court's Order entered July 6, 2006, (DE 829). At that time, the relief requested was
2 limited to the nine loans that were specifically identified in the Motion, and no advisory relief was
3 granted. The expanded request for advisory relief contained in this Motion should likewise be
4 denied, and the Court should limit any relief granted to the loans specifically identified in the
5 Motion.

6 Respectfully submitted,

7 LIONEL SAWYER & COLLINS

8 /s/ Laurel E. Davis

9 By _____

Laurel E. Davis

10 Attorneys for the Canepa Group

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